

# EXHIBIT 4

Hunters Capital, LLC v. City of Seattle

Casey Sixkiller

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

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HUNTERS CAPITAL, LLC, et al.,        )  
    )  
    )  
Plaintiff,                            )  
    )  
    )  
vs.                                    ) No. 20-cv-00983-TSZ  
    )  
    )  
CITY OF SEATTLE,                    )  
    )  
    )  
Defendant.                           )  

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VIDEOTAPED VIDEOCONFERENCE DEPOSITION  
UPON ORAL EXAMINATION OF  
CASEY SIXKILLER

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Seattle, Washington

(All participants appeared via videoconference.)

DATE TAKEN: OCTOBER 12, 2021  
REPORTED BY: CINDY M. KOCH, RPR, CRR, CCR #2357

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1 Q. Do you recall talking to Mayor Durkan about  
2 this -- these documents and this idea of transferring  
3 the east precinct to the ownership of Black Lives  
4 Matter?

5 A. I do.

6 Q. Okay. What do you remember about that  
7 conversation?

8 A. I -- sorry, I'm just looking at the document.  
9 I -- I remember expressing to her that while she may  
10 have a strong desire to put this on the table as a  
11 conversation point with folks, that it's not ready.  
12 That these memos show that this is a really complicated  
13 transaction, and that we could not just operationally,  
14 you know, snap our fingers and all of a sudden we had  
15 the square footage and the equipment that we need to  
16 house -- to provide the level of -- of public safety  
17 service in that part of the city.

18 You know, and -- and I don't remember if I  
19 flat-out opposed continuing this conversation or not,  
20 but I do remember being pretty firm in my -- expressing  
21 my concern that the timeline that was -- that she wanted  
22 to be able to discuss this was -- was challenging.

23 Q. Was it your understanding that she wanted to  
24 transfer it effective July 1, 2020?

25 A. No. And, you know, looking at that in this

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1 resolution that you shared, that -- I -- that -- I mean,  
2 it's even highlighted. I think the -- the -- I don't  
3 know where that date comes from, other than, you know,  
4 I -- Director Goings is a very -- he takes his job very  
5 seriously, and he's the ultimate professional and, you  
6 know, he's -- he's the one who's the can-do spirit,  
7 like, we will figure it out.

8 So it doesn't -- frankly, I can't imagine that  
9 anybody actually asked for a resolution to be drafted at  
10 the same time. It doesn't surprise me, coming from  
11 Director Goings, that they went that extra step to put  
12 it in the -- in the ether for conversation.

13 So I -- that's a long way of saying I don't  
14 know where the date July 1st comes from. As I said, all  
15 of this was sort of in the much more longer-term view  
16 of, like -- you know, no one wants to go into a  
17 conversation and suggest, hey, here's a potential  
18 solution, and then it turns out not to be true and it's  
19 just -- you know, it's just bad faith.

20 Q. Do you recall having any discussions with the  
21 mayor about why she thought transferring ownership of  
22 the east precinct to Black Lives Matter was an option  
23 that should be explored?

24 A. As I said earlier, I think, you know, Mayor  
25 Durkan has, you know, been part of -- you know, part --

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1 has been in the city for a long time and has -- has seen  
2 different efforts by certain members, communities of  
3 color in Seattle who have worked with the City on  
4 property transfer, disposal. And again, I use, you  
5 know, the -- Daybreak Star as -- as an example of that,  
6 and I think she was sort of thinking about, again, the  
7 origin of the east precinct and whether that was  
8 something that we should make a commitment to -- to do.

9 But again, I -- the timing is -- just given all  
10 the other events at this time -- same time period, I  
11 think is purely coincidental.

12 Q. I'm sorry. You think the timing was  
13 coincidental?

14 A. In terms of -- yes, in terms of, you know,  
15 related operational decisions that the Seattle Police  
16 Department made about the east precinct, they are not  
17 related to this different thread of conversation, in my  
18 view.

19 Q. Okay. I just -- so this proposal would have  
20 had the police evacuating and leaving permanently the  
21 east precinct; is that right?

22 MR. CRAMER: Objection. Form.

23 A. Yeah, I don't agree with the -- with the  
24 suggestion -- I don't agree with the word "evacuating."  
25 I think what this proposal clearly articulates is that,

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1 you know, we would need to have, you know, done several  
2 things, including identifying an alternative location,  
3 making sure that location was suitable, making sure we  
4 entered into a legal agreement with the property owner  
5 if we didn't own it or if we had to lease it.

6 So that -- that's a very -- I mean, this is  
7 government, man. We don't move fast. So I think we  
8 would -- it would take some time.

9 And I think, you know, again, for me it was,  
10 you know -- setting aside whether I thought it was a  
11 good idea or a bad idea, it was just a -- I just want us  
12 to be -- I wanted to make sure, and I think this memo  
13 helps underscore that this is a very complicated idea,  
14 and it would be a complicated transaction for us to pull  
15 off.

16 BY MR. WEAVER:

17 Q. Okay. Well, part of the -- part of the  
18 resolution that was drafted indicates that the City of  
19 Seattle agrees to vacate the property and remove all law  
20 enforcement and materials in police-related facilities.

21 Did you see that when you reviewed it?

22 A. Yeah. I mean, that's standard; right?

23 Standard -- I mean -- right? I mean, standard -- I  
24 presume is standard language in any real estate  
25 transaction; right? We are relinquishing fee simple

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1 title.

2 Q. Okay. So it was going to -- it was also going  
3 to remove all the holding cells and take down all law  
4 enforcement -- law enforcement insignia; is that right?

5 MR. CRAMER: Objection. Form.

6 A. Yeah, I mean, again, as I said, I don't  
7 think -- there had been -- as far as I recall, there had  
8 been no sort of firm discussion of what all of this  
9 could entail; right? As I said, it could -- could have  
10 been, do you want to explore some sort of new,  
11 re-imagined east precinct? Do you want to explore a --  
12 you know, a transfer to your organization or  
13 organizations for the future of the east precinct? And  
14 again, this points out that there's a process and it's  
15 going to take time, and blah-blah-blah.16 So I think it would -- I don't -- I don't  
17 recall it going much further than that, you know,  
18 like -- and again, I think this -- unfortunately, this  
19 draft resolution suggests otherwise, but it's not my  
20 recollection of the -- of the conversations that were --  
21 that were happening at this time.

22 BY MR. WEAVER:

23 Q. What do you recall about whether this proposal  
24 remained in play during the period of June 2020?

25 A. I -- I couldn't tell you the time frame, but I

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1 recall that at some -- well, number one, I should say I  
2 was not involved in any of the conversations with  
3 community organizations. So I -- I can't provide  
4 context for those discussions.

5 But two is, at some point, I believe it was  
6 Black Lives Matter, or maybe others that -- that -- who  
7 were engaged with the City about the east precinct, made  
8 it clear that they didn't want the east precinct. And  
9 so there was a point where, you know, the conversations  
10 pivoted away from, you know, let's figure out something  
11 for the east precinct first, and turned to, all right,  
12 we need -- let's figure out an alternative that might  
13 make sense as a new commun- -- some sort of community  
14 gathering place, whatever that may be.

15 Q. Okay. So your understanding was that was  
16 because Black Lives Matter indicated they did not want  
17 the east precinct. Is that what I heard?

18 A. That's my -- that's my recollection, yes.

19 Q. Okay. Do you recall what alternatives were  
20 explored at that point, once it -- once Black Lives  
21 Matter made clear they didn't want the east precinct?

22 A. I -- if I -- if I remember correctly, I think  
23 the -- I think the City volunteered to look at other  
24 potential spaces in and around the area that could be  
25 used either for, I don't know, office, community

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1 gathering, what have you.

2 Q. Do you know what other spaces were looked at?

3 A. I think there was one that was adjacent to the  
4 east precinct, but I can't -- I could not tell you if it  
5 was on the same block, if it was across the street. I  
6 just don't remember.

7 Q. Do you recall anything -- any -- by the way,  
8 was the mayor involved in these discussions about  
9 looking for alternatives?

10 A. She was being briefed, yes.

11 Q. Okay. Do you know whether she was directly  
12 involved in any of these transactions to look for  
13 alternatives to the east precinct?

14 MR. CRAMER: Objection. Form.

15 A. I -- I have -- my -- I don't know. I have no  
16 knowledge of that.

17 BY MR. WEAVER:

18 Q. Do you recall anything about a space that was  
19 previously leased by an entity known as the Riveter?

20 A. That name -- yeah, that name sounds familiar.

21 Q. Okay. Was that one of the alternatives to the  
22 east precinct transfer?

23 A. Boy, I -- you know, I'd have to see a record  
24 to -- I mean, I -- I say that because I -- I remember  
25 hearing the Riveter, and there used to be a Riveter up

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1 discussions with Black Lives Matter?

2 A. Other mayor's office staff, but I -- but again,  
3 I don't -- I just can't remember.

4 Q. Sure.

5 A. Yeah. Sorry. I just don't --

6 Q. That's okay.

7 A. So many other things going on at the same time.

8 Q. I understand. You weren't involved.

9 So going back to the date of this document,  
10 which -- Exhibit 1, which was June 8th, in the  
11 afternoon, do you recall anything else that was going on  
12 with the east precinct on the afternoon of June 8, 2020?

13 A. If I -- if I recall, June 8th is -- is when the  
14 Seattle -- is right around the time that the Seattle  
15 Police Department began leaving the east precinct, but I  
16 don't have a -- I'm sorry, I've not committed these  
17 dates to -- to memory.

18 Q. Well, I think -- and, you know, Shane can tell  
19 me if we can't, but I think we can agree that June 8th  
20 was the day that --

21 A. Okay.

22 Q. -- they were moving.

23 What do you recall about -- when did you first  
24 learn that the -- the Seattle Police Department was  
25 moving materials out of the east precinct?

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1 A. At some point on the 8th of June, when I was  
2 standing in the Emergency Operations Center.

3 Q. Okay. And did that come as a surprise to you,  
4 that they were moving ammunition and evidence and that  
5 sort of thing out of the precinct?

6 A. Yeah, it did. Yes, it did.

7 Q. Okay. And so you think you learned that  
8 after -- after they had done it, sometime in the  
9 afternoon or evening of June 8th?

10 A. Can you -- can you ask that question again?

11 Q. So do you think you learned about -- when were  
12 you in the Emergency Operations -- when -- at what time  
13 of day were you in the Emergency Operations Center, that  
14 you found out that they were moving ammunition and  
15 evidence and other documents and materials out of the  
16 precinct?

17 A. Well, I was in the Emergency Operations Center  
18 for, I don't know, several hours on that day. I was  
19 there quite a bit during this period of time. And if I  
20 remember correctly, I -- you know, the Emergency  
21 Operations Center has a lot of different monitors, and  
22 we were monitoring that -- you know, including traffic  
23 cams and news sources and other things. And I  
24 remember -- if I remember correctly, I remember standing  
25 in the -- in the Emergency Operations Center and seeing

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1 a van or a truck or something outside of the -- or  
2 adjacent to the east precinct and saying, "What are they  
3 doing?"

4 Q. So was that in the afternoon or evening hours,  
5 or do you recall what time of day that was?

6 A. I would -- I would say it's probably in the  
7 afternoon. I remember it still being daylight.

8 Q. All right. And when -

9 A. Which is long at that time of year.

10 Q. It is. When do you recall learning that they  
11 were going to evacuate all personnel from the east  
12 precinct?

13 MR. CRAMER: Objection. Form.

14 A. I don't ever remember the Seattle Police  
15 Department informing me that they had made a decision to  
16 do that. I remember learning of it, both by what I saw,  
17 you know, on these monitors, and two of my colleagues  
18 literally going up to the east precinct with their own  
19 eyes and going, "What are you guys doing?"

20 So, you know -- yeah. So I don't -- I was  
21 never given a memo that said on this time we're going to  
22 do blah-blah-blah. I -- I saw it in real time.

23 BY MR. WEAVER:

24 Q. So you learned sometime on June 8th that that  
25 was what they were doing; is that correct?

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1 street permit, street use permit?

2 A. I don't remember.

3 Q. Any attempt to get them to apply for a parks  
4 permit?

5 A. I don't -- I don't remember.

6 Q. You talked about how there was no -- there were  
7 no organizational leaders of the protesters, or at least  
8 that it kept switching. Is that -- is that correct?

9 A. That's what I stated, yes.

10 Q. Did that make it hard to have discussions  
11 about -- that would stick as far as what the City and  
12 the protesters might agree to?

13 MR. CRAMER: Objection. Form.

14 A. Yeah. Of course. You know, you -- you -- we  
15 would -- I remember in one -- you know, in one instance  
16 we thought we had an agreement about having a -- a -- a  
17 vehicle removed and a barrier removed, and when we got  
18 there it was a different group of people, and we  
19 referenced -- I was not there, I was not present, but  
20 this individual was referenced as this is who we worked  
21 with in good faith, and we're -- when we were going to  
22 come and what we could do, and we were -- and then that  
23 effort was -- was unsuccessful as a result.

24 BY MR. WEAVER:

25 Q. And were there agreements about the placement

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1 of certain barriers that some people would agree to, and  
2 then other -- other people would then move those  
3 barriers, or use other means to block the streets where  
4 the barriers were not placed?

5 A. I seem -- I remember by that time shifting  
6 landscape of barriers, yes.

7 Q. And it was the protesters who were shifting the  
8 landscape?

9 A. Pardon me?

10 Q. It was the protesters who were shifting the  
11 landscape, versus the City, of the barriers?

12 A. That's my recollection, yes.

13 Q. Okay.

14 A. Someone other than the City. I couldn't tell  
15 you if it was the protestors or not.

16 (Simultaneous cross-talk.)

17 MR. CRAMER: -- to take lunch.

18 MR. WEAVER: Yeah, let's go off the record.

19 THE VIDEOGRAPHER: Going off the record.

20 The time now is approximately 12:01 p.m.

21 (Recess from 12:01 p.m. to 12:46 p.m.)

22 THE VIDEOGRAPHER: Going back on the record.

23 The time now is approximately 12:46 p.m.

24 ////

25 ////

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1 concern that fire and police would not be able to access  
2 the area if the barriers were there?

3 MR. CRAMER: Objection. Foundation.

4 A. Was there -- was there a concern that -- that  
5 first responders wouldn't have access? Is that what you  
6 asked me?

7 BY MR. WEAVER:

8 Q. Yes. Was that one reason that you and others  
9 at the City were eager to move the barriers?

10 A. I don't know that I recall it being stipulated  
11 that way, as much as it was just, you know, we wanted to  
12 make sure that, you know, cars could move in and out  
13 freely out of that area, and by extension, certainly  
14 police and fire as well.

15 Q. So as of June 9th, 10th or 11th, in that  
16 general time period, was there concern that the area  
17 might become unsafe if it was allowed to persist in its  
18 current form?

19 A. I -- I don't -- I don't recall. I don't recall  
20 having that kind of specific discussion.

21 Q. Was there any discussion at the mayor's office  
22 about -- in the range of June 9th, 10th and 11th, 2020,  
23 any concern that the blocked-off streets and people in  
24 the area might have on businesses or permanent residents  
25 of the area?

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1 A. We had -- the City had heard concerns from, you  
2 know, residents and -- and -- and businesses about  
3 potential impacts to their -- to -- you know, just given  
4 their location and the location of these activities,  
5 yes.

6 Q. What were some of the impacts that the City had  
7 heard about in that time range?

8 A. Well, first I want to just stipulate that I  
9 only heard these -- I didn't hear these directly from --  
10 from folks. But, you know, I think general, you know,  
11 can we access a parking garage? And, you know, things  
12 like -- things like that, or not being able to drive  
13 through an intersection. But more of a -- an annoyance  
14 than something else.

15 Q. Do you recall hearing concerns that it was not  
16 safe to operate a business or live in the area in  
17 June of 2020, or do you recall that being a concern that  
18 made it to the mayor's office?

19 A. You know, I think, again, through this --  
20 through this entire period there were, you know,  
21 residents and others who, you know -- you know, raised  
22 concerns about -- whether it was just the existence of  
23 nightly protests or, you know, impact to access and  
24 egress and -- you know, and -- so yeah, we -- we  
25 certainly had been aware of -- of some of those concerns

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1 that were raised by folks.

2 Q. And just to be clear, we're talking -- you're  
3 talking about the area in and around Cal Anderson Park  
4 and the east precinct in June of 2020; is that correct?

5 A. Yes.

6 (Exhibit No. 4 marked.)

7 BY MR. WEAVER:

8 Q. Okay. I'm going to drop into the chat  
9 Exhibit 4. It should be coming your way.

10 Do you recognize this document?

11 A. I don't know what you mean by "recognize," but  
12 I can see the document, yes.

13 Q. Okay. Do you know whether the attachment to  
14 this document is minutes of a meeting that was held on  
15 the morning of June 10, 2020?

16 A. Yes. This looks like a read-out from a --  
17 yeah, from a -- a -- a check-in phone call of some kind.

18 Q. Okay. So I want to go under Point 1, which  
19 says "Pursue physical modifications to  
20 barriers/footprint."

21 Do you see that?

22 A. Yes.

23 Q. Do you recall that there was an attempt on  
24 June 10th to remove some of the non-SDOT barriers, but  
25 that the group leaders changed their minds?

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1 time, and ability to have clean hands, was a really  
2 important thing. So trying to balance all of those  
3 pieces, you know, was -- was -- was challenging.

4 Q. Do you recall that more porta-potties and hand  
5 washing facilities were moved to the park on or after  
6 June 10th of 2020?

7 A. I remember more porta-potties moving into the  
8 park at some point, but I could not tell you what day  
9 that was.

10 Q. Do you know how often they were serviced?

11 A. I believe we serviced them every day, or  
12 whatever the schedule -- whatever the normal schedule is  
13 for -- for servicing them and, you know, that usually  
14 comes in the form of a recommendation from the service  
15 provider who tells us, you know, based on the level we  
16 need to come more often or less often.

17 Q. Do you recall there being any discussion among  
18 you and the parks or Seattle Public Utilities about  
19 whether providing additional porta-potties would make it  
20 more likely that more people would show up and camp in  
21 Cal Anderson and remain in the area?

22 A. Yeah, I do remember having a conversation along  
23 those lines.

24 Q. Okay. What do you recall that conversation  
25 being?

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1           A. Again, trying to -- the need to attempt to  
2           achieve a balance between, you know, what the literal  
3           human needs are, realizing that, again, also in a global  
4           pandemic, not a lot of restaurants were letting folks  
5           use their bathrooms, and so from a -- you know, from a  
6           public health perspective we needed to be responsive to  
7           that, plus COVID.

8           And then, you know, I think another element was  
9           just, you know, from my perspective, you know, trying  
10           not to -- trying not to do anything that would encourage  
11           the growth of the encampment.

12           Q. So you were concerned that providing  
13           porta-potties would encourage growth of the encampment;  
14           is that right?

15           MR. CRAMER: Objection. Form.

16           A. I -- I was -- I was -- I raised concerns about  
17           us -- about needing to have a -- a more comprehensive  
18           strategy for how we were going to deal with the  
19           encampment.

20           BY MR. WEAVER:

21           Q. Okay. Specific to the porta-potties, what was  
22           your concern about how the number of porta-potties might  
23           increase the size of the encampment?

24           A. You know, it -- it -- in my view it had the  
25           potential to suggest that -- to support folks wanting to

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1 stay than saying, jeez, I can't even go to the bathroom.

2 We've got to go.

3 Q. Okay. How about -- I believe you said Seattle  
4 Public Utilities was under your supervision as well; is  
5 that correct?

6 A. Yes.

7 Q. Okay. So were you aware that there were  
8 dumpsters provided at Cal Anderson Park for use by any  
9 members of the public during the -- during June 2020?

10 A. I don't remember specifically having dumpsters  
11 placed in Cal Anderson Park, but I do -- I do, you  
12 know -- I do remember having conversations about the  
13 need for us to make sure we could keep up with, you  
14 know, trash -- meet the trash and needs of just -- the  
15 trash needs of the area.

16 Q. Okay. So do you recall them being placed in  
17 areas around or near Cal Anderson Park in June of 2020,  
18 dumpsters, that is.

19 A. No, not specifically.

20 Q. Do you recall any similar conversation around  
21 dumpsters that might be available to the public, and a  
22 concern that that might also encourage more people to  
23 come to the area to have garbage service?

24 A. You know, again, I would just stress that, you  
25 know, it's all a balancing act; right, of -- of in

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1           Q. Okay. Page 43, Exhibit 5, just the next text  
2 from you in this chain.

3           A. Yes, I see it.

4           Q. Okay. Why were you considering shutting off  
5 the power that may have been supplied to people in Cal  
6 Anderson Park?

7           A. First, I don't recall us supplying power. I  
8 believe what happened is -- and unfortunately this  
9 happens in many parts of the city. People had accessed  
10 the power panel on -- on the lights in the park and were  
11 using it to charge cellphones and other things.

12           You know, my recollection is this piece is --  
13 is very similar to turning the water off, is it's --  
14 it's time to go. It's like, please, just go. We  
15 don't...

16           Q. Okay. So did you -- did you feel that having a  
17 power source, whether it was jerry-rigged or not,  
18 available to people, was encouraging them to stay  
19 longer?

20           A. Again, it is an unfortunate situation across  
21 our city that people are -- use these power sources not  
22 for their intended use. You know, whether that  
23 encouraged people to stay or not, I couldn't speak to  
24 that, but I -- I just know, you know, sort of in my  
25 head, at least, you know, making clear that these things

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1       were -- were going away was, I thought, an important  
2       signal to folks that it was time to go.

3           Q. You thought if you turned off the power it  
4       would be more likely that people would leave the area  
5       and the park; is that right?

6           A. That was our hope, you know, or at least it  
7       would encourage some people to leave.

8           Q. Okay.

9           A. While we then focused in on what we would need  
10       to do to help others leave.

11          Q. In your next text, at 8:13 a.m., you say, "SPU  
12       also held on porta-potty servicing and trash removal."

13           Do you see that?

14          A. Yes.

15          Q. Was that also part of your plan to get -- tell  
16       people it was time to go, you were going to stop  
17       servicing the porta-potties and removing the trash?

18          A. That's my recollection, yes.

19          Q. I'd like you to go to Page 51, and on to  
20       Page 52, there's a text chain, 2542 between you and Mami  
21       Hara later on the day of June 23rd.

22          A. Uh-huh.

23          Q. I take it from this and some other documents  
24       that you ended up turning the water back on in Cal  
25       Anderson that day; is that right?

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1 out of the park is so that permanent residents and  
2 businesses in the area could live in peace?

3 A. What I wanted to do was to, you know, help  
4 facilitate a process that allowed us to restore, you  
5 know, some sort of, quote/unquote, normalcy to the area.  
6 That was what I was focused on.

7 Q. And so you knew that one way to restore  
8 normalcy to the area would be to clear out Cal Anderson  
9 Park; is that right?

10 A. In my -- yeah, that was -- in my belief, yes, I  
11 thought that was a component of that strategy.

12 Q. Okay. And moving the barriers out of the area  
13 would also have helped return the area to normalcy; is  
14 that correct?

15 A. You know, as I -- yes, as I said earlier, I  
16 think, you know, ensuring that we had -- you know, that  
17 we could, you know, restore and facilitate, you know --  
18 you know, clear access across all -- through all of our  
19 streets, I thought was really -- was really important,  
20 and we'd been trying to do it.

21 Q. I want you to go further down on the 2542 chat.  
22 You say at 12:43 p.m. on June 23rd, "Turn it back on,  
23 but I want to be -- it to be -- I want to be  
24 acknowledge -- I want it to be acknowledged that it's  
25 the time to go, and we will work with Parks to make sure

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1 the garden is watered."

2 Mami says, "Yes, great idea."

3 And then you say, "But there needs to be

4 something from them. So far we're doing all the giving

5 and they aren't doing shit."

6 Do you see that?

7 A. I do.

8 MR. CRAMER: Tyler, is there a question?

9 MR. WEAVER: I asked him if he sees it.

10 MR. CRAMER: Oh, he said yes.

11 MR. WEAVER: Oh, okay. Sorry. I -- I  
12 didn't hear it. I don't know if it's the --

13 BY MR. WEAVER:

14 Q. So why did you say it's your perception that  
15 the City was doing all the giving and the other side was  
16 doing nothing?17 A. You know, as I've said several times today, you  
18 know, there was no centralized structure of folks who  
19 were in and around this area for us to -- to -- to try  
20 to work with to address the range of issues that people  
21 were expressing or experiencing, as the case may be.  
22 And, you know, if I -- if I remember correctly, I think  
23 the farmers had presented us with, like, a 25 list --  
24 point list of demands, and I believe we were working  
25 through some of those things.

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1                   So I think what you're seeing from me is a  
2 frustration that, you know, we'd -- every -- at every  
3 turn it seemed that some -- I shouldn't say at every  
4 turn. There were times when it felt like the goalposts  
5 were always getting moved. You know, here we are trying  
6 to do this peacefully and respectfully and -- and the  
7 goalposts keep getting moved on us.

8                   Q. So you were frustrated that the City was doing  
9 what it could to make this a peaceful transition, and  
10 you felt like you were getting nothing back from the  
11 people you were trying to transition out of the area; is  
12 that correct?

13                  A. Yeah, I -- I think that we -- again, it just  
14 was a level of frustration that we -- you know, that the  
15 goalposts continued to move on us, you know.

16                  Q. Okay. So what was your perception of what the  
17 City had been giving to this process?

18                  A. I think in this context it was, you know, to  
19 try to continue to support that garden being there and,  
20 you know, talking with them about how we could  
21 memorialize it, support it, create ways to honor that  
22 moment in time. I think it was probably as -- you know,  
23 that was kind of the gist of it, if I remember  
24 correctly.

25                  Q. Okay. So the City had indicated that the

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1 garden that had been dug in the -- in the park would  
2 re- -- you had indicated -- the City had indicated that  
3 that would be allowed to remain permanently at that  
4 point; is that correct?

5 A. I don't know if -- I think what we had talked  
6 about -- and again, I was not in these meetings, but I  
7 think, you know, it had been discussed what were the  
8 ways that we could preserve and/or support the efforts  
9 by the individuals who -- who had started and maintained  
10 that garden.

11 Q. Also on June 23rd, the City had also started  
12 doing the homeless and relocation outreach that we had  
13 talked about earlier; correct? That was also happening  
14 in the park on the 23rd?

15 A. Yes, based on that email from Director Johnson.

16 Q. And at that point there were still port-a-  
17 potties in the park; right?

18 A. That's correct, yes.

19 Q. Okay. And there was still -- there was still  
20 litter being picked up around the area; right?

21 A. That's my -- yes, that's my recollection.

22 Q. Okay. And the power was still on, even though  
23 they'd jerry-rigged it; correct?

24 A. Correct.

25 Q. Okay. Did you feel that those were all things

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1 that the City was giving to the protesters in return for  
2 nothing?

3 A. I don't know. I -- to be honest, I -- I don't  
4 know what I -- what I meant in that -- in that moment in  
5 time when I sent that text. I just knew it was my job  
6 to try to figure out how to get folks out of Cal  
7 Anderson Park.

8 Q. Okay. You were -- I mean, the wording was  
9 pretty strong that the City was giving them everything  
10 and they weren't doing shit. I mean, I'm not -- that's  
11 not an exact quote, but would you agree that that's  
12 pretty strong language?

13 A. Yes, it is very strong language.

14 Q. You were -- you were very frustrated at that  
15 point; correct?

16 A. That is correct, yes.

17 Q. And you felt that you were -- that whatever you  
18 had negotiated and agreed with the protesters was  
19 never enough; that the City could never please them  
20 completely; right?

21 MR. CRAMER: Objection. Form.

22 A. I don't know that I would characterize it that  
23 way. I think it was more of a -- you know, the -- not  
24 having clarity on what all the things are that we could  
25 have done to -- you know, to resolve the encampment was

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1 frustrating. I mean, it was -- you know, and -- but I'm  
2 glad that's why we had, you know, the Human Services  
3 Department fire up its stuff and try to think outside  
4 the box of who we could bring to the table to try to  
5 help engage, you know, folks who were -- were in the  
6 park.

7 BY MR. WEAVER:

8 Q. Do you know whether at this point the City had  
9 also indicated to people in the area that they would  
10 preserve the artworks that had been created during the  
11 CHOP period of June 8th through the end of June 2020?

12 A. Yeah, I am aware that there was an effort to  
13 store the art.

14 Q. Okay. And -- I mean, as of June 23rd, when you  
15 wrote this, had the City -- do you know whether the City  
16 had been -- had offered that as well to the protesters?

17 A. I don't remember.

18 Q. Okay. Okay. Going further down this text  
19 chain with Mami Hara, on the next page, Page 52, at  
20 12:46 p.m., you indicate that -- you say, "I mean, we're  
21 offering to store their plants in our greenhouses and  
22 water their," all caps, "illegal garden."

23 What was -- what were you -- what was the offer  
24 to store plants in the City's greenhouses?

25 A. It was just that. We were offering to -- to

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1 MR. CRAMER: Objection.

2 BY MR. WEAVER:

3 Q. Go back to Exhibit 5, and Pages 9 to 10.

4 A. Okay.

5 Q. And at the bottom there's a text from Mami Hara  
6 to a group that includes you, indicating that as of  
7 June 24th, tent count was 30 on the play field, 75  
8 around the bathrooms, garden, and play structure, 35 on  
9 the north side of the park, and 10 tents re-camped  
10 around the precinct, and then the next one looks like 50  
11 less overall.

12 Do you see that?

13 A. I do, yes.

14 Q. Okay. So my count is that as of June 24th  
15 there were -- you'd think I would have done this before,  
16 but about 150 tents; is that right?

17 A. You're better at quick math than I am.

18 Q. All right. I mean, do you recall that there  
19 were at some point 200 or more tents in and around Cal  
20 Anderson and the east precinct towards the end of  
21 June 2020?22 A. I'm not going to speculate about the -- the --  
23 the -- the number of tents, but there -- but there  
24 were -- there were a lot of tents in the park, and as  
25 indicated here, as well as near the -- near the precinct

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1 itself.

2 Q. Mami was there every day; right?

3 A. Mami was there, I think, every day or so, and  
4 other folks. And by this point, on the 24th, right, I  
5 believe our -- the navigation team was also on site as  
6 well, the Human Services Department's navigation team  
7 was on site, which specifically engages in  
8 encampments -- in encampment work.9 Q. Okay. Going down further -- actually, it's on  
10 the next page, it's actually Text Chain 794, on Page 10.

11 A. Oh.

12 Q. Text from Mayor Fong -- or sorry, Mike Fong.  
13 It's been a long day. Saying "The mayor just called and  
14 wants the newly constructed barriers up on 12th  
15 removed."

16 Do you see that?

17 A. Yes.

18 Q. Okay. What do you recall about during this  
19 week, after the mayor said it was time to go home, that  
20 there were still new barriers showing up in the area?

21 MR. CRAMER: Objection. Form.

22 A. Can you -- can you ask me that again, please?  
23 I'm sorry.

24 BY MR. WEAVER:

25 Q. During the week of June 22nd, do you recall

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1 that -- you know, that kind of after action sort of  
2 thing. So I guess that would suggest I was there fairly  
3 soon after the -- the 1st.

4 Q. Do you know how long it took to clean up the  
5 debris and the graffiti in the park after July 1st?

6 A. No, I don't remember, but Parks would probably  
7 remember that and -- and Parks -- Parks would -- and SPU  
8 would remember that. It's their team.

9 Q. Do you recall, or do you know whether sometime  
10 after police cleared the area out, that encampments  
11 returned to Cal Anderson Park for the remainder of the  
12 2020 calendar year?

13 MR. CRAMER: Objection. Form, assumes  
14 evidence.

15 A. Can you ask me that again?

16 BY MR. WEAVER:

17 Q. Were you ever involved in monitoring or  
18 responding to encampments that occurred in Cal Anderson  
19 Park after July 1, 2020, up until December 2020?

20 A. Yes.

21 Q. Okay. What was your involvement with those  
22 encampments?

23 A. You know, as -- as deputy mayor, overseeing the  
24 Department of Human Services, I was, you know, closely  
25 involved in monitoring all of our encampments across the

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1 city of which, you know, there are many, and -- and  
 2 since I also oversaw the Parks Department, you know, was  
 3 pretty acutely aware of, you know, encampments that  
 4 existed in our park system as well.

5 Q. Okay. What do you recall the size of the  
 6 encampment being at Cal Anderson Park in the period of  
 7 July 2020 through December 2020?

8 MR. CRAMER: Objection. Form.

9 A. I -- I -- I don't remember. I really don't.

10 BY MR. WEAVER:

11 Q. Okay. Do you recall any problems with violence  
 12 or dangerous conditions related to the encampment in Cal  
 13 Anderson Park after July 2020 until December 2020?

14 MR. CRAMER: Same objection.

15 A. I -- I -- I -- I recall there being at least --  
 16 at least one incident where a Parks employee was injured  
 17 while servicing the park, but I can't tell you when  
 18 that -- when that was. But I believe that occurred  
 19 sometime between July and -- and December.

20 BY MR. WEAVER:

21 Q. Do you recall, in your role in the mayor's  
 22 office, being aware of complaints from residents or  
 23 businesses in the area around Cal Anderson or the east  
 24 precinct about ongoing problems related to the  
 25 encampment in Cal Anderson Park from July to December of

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1 2020?

2 A. I re- --

3 MR. CRAMER: Objection. Form.

4 A. Yeah, I -- I -- you know, I recall getting  
5 complaints from, you know, residents in Capitol Hill,  
6 residents from every neighborhood in our city about the  
7 presence of encampments in their parks or in their  
8 neighborhoods. You know, specifically on Capitol Hill  
9 there were, you know, a number of encampments, including  
10 one just down the street in -- is it Thomas Park? I  
11 can't remember. It's, you know, not that far from --  
12 from this area. So, you know, sadly and unfortunately  
13 being the recipient of those complaints and frustrations  
14 was part and parcel to my role at the City.

15 BY MR. WEAVER:

16 Q. Do you know why the City decided to remove the  
17 encampment from Cal Anderson Park in December of 2020?

18 A. We had a number of larger encampments that  
19 were -- we have a number of large encampments across the  
20 city. As I recall, we had new shelter capacity that was  
21 coming online, and that gave us the ability to address  
22 some of those encampments, including the encampment that  
23 had -- that had re-emerged at Cal Anderson.

24 Q. Do you know whether there has been an  
25 encampment that has re-emerged in Cal Anderson in 2021?

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1 A. No, I'm not aware of -- I'm not aware of a  
2 sustained encampment in Cal Anderson in 2021.

3 Q. All right. In 2021, are you aware of  
4 encampments in other parts of the city?

5 A. Yes.

6 Q. Do you know why those encampments have been  
7 allowed to remain, but the encampment in Cal Anderson  
8 Park has not?

9 A. Well, Cal Anderson was on the front end of a  
10 new approach that we began to implement toward the end  
11 of 2020, and it carried forward in 2021, where, you  
12 know, when we are successful in -- in being able to  
13 tran- -- to making sure that we can offer folks services  
14 and the opportunity to come inside, that we are -- do  
15 that. And then once that -- once that park has been --  
16 been cleared and remediated, we have initiated a process  
17 to keep those parks encampment free, meaning that under  
18 our -- under our regulations, we'll treat any new tent  
19 or structure that pops up as an obstruction and work to  
20 have it removed. So Cal Anderson was part of that.  
21 University Playfield is another example, as is Gilman  
22 field over in the Ballard neighborhood. Gilman Field  
23 was a very large encampment that we worked with service  
24 providers to resolve, and have kept encampment free  
25 since that time.

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1           Q. Do you know why Cal Anderson Park was among the  
2 first under the new approach, why that particular  
3 encampment was chosen?

4           A. Well, one, it met our criteria, which I -- I  
5 cannot go into specifics of all the criteria off the top  
6 of my head, but it met criteria, which included -- we  
7 had -- we had conducted a site visit, and -- and -- so  
8 that's one thing, is it met our criteria for us to -- to  
9 be engaged there and make it a -- a priority park for  
10 remediation. Yeah. Yeah, I think that was the gist of  
11 it.

12           Q. I know you said you can't list all the  
13 criteria, but can you tell me generally the areas that  
14 you're looking at as part of the criteria, as far as  
15 what you're going to do with a particular park?

16           A. You know, in that instance, at Cal Anderson, is  
17 the park -- the encampment had begun to prohibit the use  
18 of the park. I remember going up there, as an example,  
19 you know, and the play structure was damaged and  
20 compromised, the field -- the turf north of the -- Bobby  
21 Moore's field had been completely destroyed. There had  
22 been, as I recall, at least an incident of somebody  
23 breaking into or attempting to break into SPU's  
24 pumphouse that was on -- that's adjacent to or shares  
25 that property. And as we talked about earlier, that's a

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1 critical asset for the City.

2 So there were -- there were a number of factors  
3 that were going on up there at that time. And I'm  
4 really proud of that work. We got, I think, 62 or 65  
5 people inside as a result of that engagement.

6 Q. So that was -- was that the total -- was that  
7 sixty -- were there 62 or 65 people there total, or was  
8 there more than that, but you got 62 or 65 into housing  
9 from that encampment?

10 A. As I -- as I recall, on the day of the  
11 remove -- on the day of the removal, I would say there  
12 probably were less than ten people that did not accept  
13 placement into a -- into some form of shelter.

14 Q. Did the particular location of that encampment,  
15 in terms of the neighbor- -- surrounding neighborhood,  
16 play a factor in deciding to clear Cal Anderson out as  
17 one of the top priorities?

18 A. No, I don't -- you know, I -- I don't think so.  
19 It was -- it was a big encampment.

20 Q. Did -- did the -- were there any changes in the  
21 laws, or was it just a different change -- that led to  
22 the approach you've been talking about, or was it just a  
23 difference in the City's policy in terms of what it did  
24 at Cal Anderson and a couple other places at the end of  
25 last year?

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1 C E R T I F I C A T E

2

3 STATE OF WASHINGTON

4

COUNTY OF PIERCE

5

6 I, Cindy M. Koch, a Certified Court Reporter in  
7 and for the State of Washington, do hereby certify that  
8 the foregoing transcript of the deposition of Casey  
9 Sixkiller, having been duly sworn, on October 12, 2021,  
10 is true and accurate to the best of my knowledge, skill  
11 and ability.

12 IN WITNESS WHEREOF, I have hereunto set my hand  
13 and seal this 22nd day of October, 2021.



14  
15  
16 A handwritten signature of Cindy M. Koch in black ink, placed over a horizontal line.

17 CINDY M. KOCH, CCR, RPR, CRR #2357

18  
19 My commission expires:

20 JUNE 9, 2022

21

22

23

24

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